

TATIANA AVILES LCSW-C LLC BILINGUAL COUNSELING SERVICES

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About Your Participation in Counseling Services:

CLIENT CONSENT AND AGREEMENT FOR PSYCHOLOGICAL SERVICES

Psychotherapist-Patient Services Agreement:

Welcome to my practice. This Agreement contains important information about my professional services and business policies. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. In addition, The Health Insurance Portability and Accountability Act (HIPAA), a new federal law, requires that I provide you with a Notice of Privacy Practices and that I obtain your signature acknowledging that I have provided you with this information. Those Privacy Practices appear at the end of this document and constitute a part of this agreement. You will receive a copy to keep at the end of our first session.

I look forward to working with you and am eager to be of assistance whenever possible. The following includes information about what you may expect from therapeutic services and the expectations for you. Please feel free to speak to me at any time regarding this information or other questions you may have.

Services:

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, Psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

If you have questions about my procedures, we can discuss them whenever they arise.

About Your Attendance and Sessions:

In order to achieve maximum benefit from counseling services, regular attendance is crucial.

I must receive 24-hour notification for cancellations or attempts to reschedule appointments. It is my policy that clients who fail to attend two consecutive sessions without making a reasonable effort to notify the counselor will, at the discretion of the counselor, lose their weekly appointment time. Clients may be charged \$50 for missed appointments if 24 hours notice is not given. Please remember that the time allotted for each session is limited, so it is important to be on time for your appointment.

Each individual session lasts **45** minutes; initial and family sessions are **60** minutes. If you are late for a session, that time is lost from your session. If I am late for a session, we will extend the session if you are willing to do so or we will make other arrangements by mutual consent.

Again, since a time slot is reserved for you that cannot be offered to anyone else, you will be charged \$25 for the first missed appointment and after that \$50 for all missed appointments not cancelled 24 hours in advance.

Please note my **snow policy**: On days when Montgomery County Schools are closed or opening late, I will be in the office unless I call you. If you need to cancel, I will not charge for your appointment if you call before 8:00 am. If you do not call to cancel before 8:00 am, I will charge the usual fee.

If you do not reschedule an appointment within one month of our last session, I will assume that you have decided to discontinue treatment with me. Please be assured that you are always welcome to return regardless of how much time has lapsed since our last session.

Professional Fees:

Current fees are as follows:

Free Consultation via phone 10-minutes

\$50 missed session or late fee \$25

\$120 for 30-minute sessions

\$150 for 45-minute sessions

\$180 for 60-minute-sessions

\$200 for 60-minute initial diagnostic Evaluation

Additional time is billed at \$30 per quarter hour. These fees are also billed for services such as telephone calls not related to scheduling, special reports, or letters and collateral consultation. You are responsible for payments whether they are requested by you or necessitated by some other process.

During the course of treatment, it may become necessary to increase fees. Such increases will be limited to no more than 5% in any calendar year. Fees are reviewed in January and June of each year.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding.

Billing and Payments:

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payments and co-payments can be made in the form of check or cash. Payment schedules for other professional services will be agreed to when they are requested. Insurance will be billed by me, but co-pay is expected after each session paid by client.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of charging a late payment fee of 10% of the unpaid balance monthly and may use legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

Insurance Reimbursement:

In order for me to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf. Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow

me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer.

Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information database. I will provide you with a copy of any report I submit, if you request it. Once I have all of the information about your insurance coverage, I will discuss what we can do to accomplish our goals with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

Contacting Me:

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call within 24 hours you make it, with the exception of weekends and holidays. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Non-Discriminatory Policy:

You can expect that all services will be offered in a non-discriminatory manner. Programs are delivered without regard to race, color, religion, gender, national origin, handicap, sexual orientation or any other legally protected status. All clients will be treated with respect at all times.

Confidentiality Professional Records and Reports to Outside Agencies:

The counseling services offered are confidential and information in the records generally will not be released without your written permission. It is customary for your counselor to request your consent to communicate with the referring agency and/or any previous treatment providers. You will be asked to sign a Release of Information form in order for us to contact and exchange appropriate information pertaining to your counseling.

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In those situations, you have a right to a summary and to have your record sent to another mental health provider. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I

recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. Please refer to the Notice of Privacy Practices for further details.

The laws and policies regarding confidentiality do not protect any information about suspected child physical or sexual abuse or neglect from being reported under state law to appropriate state or local authorities. I reserve the right to break confidentiality when a life-threatening or threat of serious injury is posed to you or others, and in cases of suspected child abuse or neglect. Any breach of confidentiality will be done in accordance with Maryland State and Federal laws.

*See HIPAA Privacy Notice for more detail.

Minors and Parents:

While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. At times, I may request an agreement from a patient between 16 and 18 and his/her parents allowing me to share general information about the progress of treatment and their child's attendance at scheduled sessions. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Notice of Privacy Practice:

This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- **PHI** refers to information in your health record that could identify you.
- “Treatment, Payment, and Health Care Operations”
 - **Treatment** is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - **Payment** is when I obtain reimbursement for your healthcare. Examples of payment is when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - **Health Care Operations** are activities that relate to the performance and operation of my practice. Examples of healthcare operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- **Use applies** only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- **Disclosure applies** to activities outside of my office, such as releasing, transferring, or

providing access to information about you to other parties.

- **Authorization** is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

Other Uses and Disclosures Requiring Authorization:

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that I have relied on that authorization or, if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures Without Authorization:

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse – If I have reason to believe that a child has been subjected to abuse or neglect, I must report this belief to the appropriate authorities.
- Adult and Domestic Abuse – I may disclose protected health information regarding you if I reasonably believe that you are a victim of abuse, neglect, self-neglect or exploitation.
- Health Oversight Activities – If I receive a subpoena from the Maryland Board of Social Work Examiners because they are investigating my practice, I must disclose any PHI requested by the Board.
- Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated or a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- Serious Threat to Health or Safety – If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

Your Health Information Rights:

- Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I

will send your bills to another address.)

- Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. At your request, I will discuss with you the details of the request and denial process.
- Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. At your request, I will discuss with you the details of the amendment process.
- Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI. At your request, I will discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

My Responsibilities:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide that to you by mail or in person. To receive additional information or report a problem

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, or If you believe that your privacy rights have been violated and wish to file a complaint you send a written complaint to the Secretary of the U.S.

Department of Health and Human Services, Office for Civil Rights located at 150 S. Independence Mall West, Suite 372 Philadelphia, PA 19106-3499.

You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. Should this occur, a revised notice will be posted in my office and a copy will be available to you if you so request.

Internet Use:

If you would like to minimize the risk of others becoming aware of your connection to me, or to this office, please make use of the privacy controls available on your phone or computer.

Turning off a social media app's ability to know your location, and refusing it access to your email account, along with the contacts and history in your phone, protects your privacy and confidentiality.

If you would like me to review your child's social media interactions as part of our therapeutic work, please print what you would like me to review and bring it with you to the session. Even if

you or your child's social media accounts are public, I will not examine them without your specific consent and direction.

I do not accept "friend" requests or similar connections with my patients or their family members on social media. This is to protect your confidentiality and privacy. If you would like to "Like" my professional Facebook, Instagram or YouTube channel you may do so at your own risk. Please note that this is not a way to contact me, especially in case of an emergency.

Signature Page

Your signature below indicates that you have read and received a copy of the Therapist-Patient Services Agreement and the Notice of Privacy Practices Forms, as dated below and agree to abide by the terms above during our professional relationship.

Client or Responsible Party Signature

Date

Printed Name

Address for Billing, Office Correspondence
(This authorizes me to send identifying information to this address).

Phone Number(s) for Office Contact: _____

(This authorizes me to contact you at this number(s), and I will leave my first name and a number for return contacts from you. This includes leaving messages on answering machines or voice mail. Please DO NOT include numbers where you prefer not to be contacted or have messages left for you).

E-Mail Address for Office Contact

Please be advised that NO e-mail correspondence is considered confidential and may be recovered by other parties at any time. You may lose your right to confidentiality by corresponding with me by e-mail and by receiving correspondence from me by e-mail).

Patient Signature: _____

Signature regarding approval of receiving email from me knowing limits of confidentiality.

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